Exclusivity of Agency. The authorization and agency set forth in this LOA is exclusive with respect to the local telephone service to be provide by you to the Property.

Warranty of Agent. Agent warrants the validity of this LOA to any third person, including you, to whom Agent presents the original or a copy of this LOA and who relies on this LOA with respect to the scope of Agent's authority to act on behalf of Owner.

Revocation of All Previous Agencies. Owner hereby revokes any previous letters of agency of other grants of agency or authorization regarding local telephone facilities and service for the Property.

Effective Date and Term of Agency. This LOA take effect on the date first set forth above and shall remain in effect until canceled or revoked by Owner in writing.

Very truly yours,

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Its:

Cox Virginia Telcom, Inc. 4585 Village Avenue Norfolt, Virginia 23502 (757) 369-6500 (757) 369-4500 fax



December 30, 1998

Bell Atlantic - Virginia, Inc. 5701 Cleveland Street, Fifth Floor Virginia Beach, VA 23462

Attention: Kenneth Collins

Assistant Manager Facility Design

Dear Mr. Collins:

Attached is a letter of agency (Exhibit A) authorizing Cox Virginia Telcom, Inc. "Cox" to act on behalf of the owner/manager of the properties listed in Exhibit B. The owner/manager intends that a single Minimum Point of Entry ("MPOE") be established as the demarcation point for each of the identified properties. Prior to establishing a single demarcation point, however, Cox, on behalf of the owner/manager requests that Bell Atlantic supply Cox with the following information on each property:

- 1. a copy of the current copper plant design
- 2. a description and copy of any Bell Atlantic easements on the identified properties
- 3. information on the age of existing copper plant
- 4. a description of the condition of existing copper plant
- 5. the price to provide a single MPOE to the property
- 6. the selling price of copper plant to the owner
- 7. a timeline to complete moving the MPOE.

Once the information has been received and reviewed, Cox intends to request, on behalf of the owner/manager, that Bell Atlantic provide a single demarcation point at the MPOE to each of the properties identified in Exhibit B. This demarcation point will be at the RELTEC Joint Cross-Connect Box, which is owned by the property owner and which will be used by both Bell Atlantic and Cox to provide service to all telephone facilities on the property.

Per Exhibit A, Cox will act as the agent of the Owner in connection with the local telephone facilities for the property, to inspect all telecommunications equipment, equipment cabinets, conduit, lines, wires, cables, pipes, sleeves, patch panels and related equipment used or usable for delivery of telephone and data service to the property, to designate the location of the MPOE and to coordinate with Bell Atlantic in reengineering the MPOE servicing the property.

We request that this information be sent to Cox as soon as possible. Please feel free to call me at (757) 369-4468 should you have any questions.

Thank you for your cooperation.

Sincerely,

Beth Grant, STS/MDU Project Manager Cox Fibernet Hampton Roads 4585 Village Avenue Norfolk, VA 23502 Fax: (757) 369-4500 Telephone: (757) 369-4468



December 8, 1998

Bell Atlantic

Attention:

Ladies and Gentlemen:

The undersigned informs you that it hereby grants this Letter of Agency ("LOA") to CoxCom, Inc., a Delaware corporation d/b/a Cox Communications Hampton Roads ("Agent") on the following terms and conditions:

Identity of Principal and Property Address. This LOA pertains to the real property and improvements located at 500 Chapel Lake Drive, Virginia Beach, Virginia 23454, (the "Property"). The undersigned is the owner of the Property ("Owner") and will subscribe to your local telephone service of the Property.

Designation of Agent. Owner authorizes Agent to act as the agent of Owner for all purposes and acts relating to design, installation, service and billing regarding your local telephone facilities and services for the Property. You are informed that Agent has accepted this agency and that until further written notice from Owner or Agent all inquiries should be directed to Agent at:

Cox Communications Hampton Roads 225 Clearfield Avenue Virginia Beach, VA 23462 Attention: Vice President & General Manager

Fax: (757) 461-1501 Telephone: (757) 224-4269 Exclusivity of Agency. The authorization and agency set forth in this LOA is exclusive with respect to the local telephone service to be provide by you to the Property.

Warranty of Agent. Agent warrants the validity of this LOA to any third person, including you, to whom Agent presents the original or a copy of this LOA and who relies on this LOA with respect to the scope of Agent's authority to act on behalf of Owner.

Revocation of All Previous Agencies. Owner hereby revokes any previous letters of agency of other grants of agency or authorization regarding local telephone facilities and service for the Property.

Effective Date and Term of Agency. This LOA take effect on the date first set forth above and shall remain in effect until canceled or revoked by Owner in writing.

Very truly yours

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Its: Torrey Breeden Vice President



December 8, 1998	Decem	ber	8.	1	9!	98
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Bell Atlantic

Attention:

Ladies and Gentlemen:

The undersigned informs you that it hereby grants this Letter of Agency ("LOA") to CoxCom, Inc., a Delaware corporation d/b/a Cox Communications Hampton Roads ("Agent") on the following terms and conditions:

Identity of Principal and Property Address. This LOA pertains to the real property and improvements located at Brixton and Wexford Drive, Virginia Beach, Virginia 23462, (the "Property"). The undersigned is the owner of the Property ("Owner") and will subscribe to your local telephone service of the Property.

Designation of Agent. Owner authorizes Agent to act as the agent of Owner for all purposes and acts relating to design, installation, service and billing regarding your local telephone facilities and services for the Property. You are informed that Agent has accepted this agency and that until further written notice from Owner or Agent all inquiries should be directed to Agent at:

Cox Communications Hampton Roads 225 Clearfield Avenue Virginia Beach, VA 23462 Attention: Vice President & General Manager Fax: (757) 461-1501

Telephone: (757) 224-4269

Exclusivity of Agency. The authorization and agency set forth in this LOA is exclusive with respect to the local telephone service to be provide by you to the Property.

Warranty of Agent. Agent warrants the validity of this LOA to any third person, including you, to whom Agent presents the original or a copy of this LOA and who relies on this LOA with respect to the scope of Agent's authority to act on behalf of Owner.

Revocation of All Previous Agencies. Owner hereby revokes any previous letters of agency of other grants of agency or authorization regarding local telephone facilities and service for the Property.

Effective Date and Term of Agency. This LOA take effect on the date first set forth above and shall remain in effect until canceled or revoked by Owner in writing.

Very truly yours.

By:

Its: Torrey Breeden, Vice President

## EXHIBIT B Bell Atlantic Serviced Properties

- Chapel Lake Apartments 500 Chapel Lake Drive Virginia Beach, VA 23454
- Hunters Mill
   Brixton and Wexford Drive
   Virginia Beach, VA 23462



February 24, 1999

Bell Atlantic Co. 19W. 1717 Arch St. Philadelphia, PA 19102

Attention: Jack Haworth

Specialist

Dear Mr. Haworth:

Attached is a letter of agency (Exhibit A) authorizing Cox Virginia Telcom, Inc. "Cox" to act on behalf of the owner/manager of the properties listed in Exhibit B. The owner/manager intends that a single Minimum Point of Entry ("MPOE") be established as the demarcation point for each of the identified properties. Prior to establishing a single demarcation point, however, Cox, on behalf of the owner/manager requests that Bell Atlantic supply Cox with the following information on each property:

i. a copy of the current copper plant design

- 2. a description and copy of any Bell Atlantic easements on the identified properties
- 3. information on the age of existing copper plant
- 4. a description of the condition of existing copper plant
- 5. the price to provide a single MPOE to the property
- 6. the selling price of copper plant to the owner
- 7. a timeline to complete moving the MPOE.

Once the information has been received and reviewed, Cox intends to request, on behalf of the owner/manager, that Bell Atlantic provide a single demarcation point at the MPOE to each of the properties identified in Exhibit B. This demarcation point will be at the RELTEC Joint Cross-Connect Box, which is owned by the property owner and which will be used by both Bell Atlantic and Cox to provide service to all telephone facilities on the property.

Per Exhibit A. Cox will act as the agent of the Owner in connection with the local telephone facilities for the property, to inspect all telecommunications equipment, equipment cabinets, conduit, lines, wires, cables, pipes, sleeves, patch panels and related equipment used or usable for delivery of telephone and data service to the property, to designate the location of the MPOE and to coordinate with Bell Atlantic in re-engineering the MPOE servicing the property.

We request that this information be sent to Cox as soon as possible. Please feel free to call me at (757) 369-4432 should you have any questions.

Thank you for your cooperation.

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Best Regards,

Michael Bepristis, Special Projects Manager

Cox Virginia Telcom, Inc.

4585 Village Avenue Norfolk, VA 23502

Fax: (757) 369-4500

Telephone: (757) 369-4432

# EXHIBIT A Letters of Agency (LOA)





2701 EAST LUZERNE STREET PHILADELPHIA, PA 19137 (215) 744-1200 (215) 744-4042 FAX

February 17, 1999

Bell Atlantic	
Attention:	

#### Ladies and Gentlemen:

The undersigned informs you that it hereby grants this Letter of Agency ("LOA") to Cox Communications Hampton Roads, Inc. ("Agent"), a Delaware corporation on the following terms and conditions:

Identity of Principal and Property Address. This LOA pertains to the real property and improvements located at Courtyards of Chanticleer, 1421 B. Automme Circle, Virginia Beach, VA 23451 (the "Property"). The undersigned is the owner of the Property ("Owner") and will subscribe to your local telephone service for the Property.

Designation of Agent. Owner authorizes Agent to act as the agent of Owner for all purposes and acts relating to design, installation, service and billing regarding your local telephone facilities and services for the Property. You are informed that Agent has accepted this agency and that until further written notice from Owner or Agent all inquiries should be directed to Agent at:

Cox Communications Hampton Roads, Inc. 225 Clearfield Avenue Virginia Beach, VA 23462 Attention: Vice President & General Manager

Fax: 757-461-1501 Tel: 757-224-4269

Exclusivity of Agency. The authorization and agency set forth in this LOA is exclusive with respect to the local telephone service to be provided by you to the Property.

Sincerely,

Steven A. Berger

Warranty of Agent. Agent warrants the validity of this LOA to any third person, including you, to whom Agent presents the original or a copy of this LOA and who relies on this LOA with respect to the scope of Agent's authority to act on behalf of Owner.

Revocation of All Previous Agencies. Owner hereby revokes any previous letters of agency or other grants of agency or authorization regarding local telephone facilities and service for the Property.

Effective Date and Term of Agency. This LOA takes effect on the date first set forth above and shall remain in effect until canceled or revoked by Owner in writing.

Very truly yours,	
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By:	
Steven & Berch	
Its:	

. . .



2701 EAST LUZERNE STREET PHILADELPHIA: PA 19137 (215) 744-1200 (215) 744-4242 FAX

February 17, 1999

Bell Atlantic	
Attention:	

Ladies and Gentlemen:

The undersigned informs you that it hereby grants this Letter of Agency ("LOA") to Cox Communications Hampton Roads, Inc. ("Agent"), a Delaware corporation on the following terms and conditions:

Identity of Principal and Property Address. This LOA pertains to the real property and improvements located at 201 Tam-O-Shanter Boulevard, Williamsburg, VA 23185 (the "Property"). The undersigned is the owner of the Property ("Owner") and will subscribe to your local telephone service for the Property.

Designation of Agent. Owner authorizes Agent to act as the agent of Owner for all purposes and acts relating to design, installation, service and billing regarding your local telephone facilities and services for the Property. You are informed that Agent has accepted this agency and that until further written notice from Owner or Agent all inquiries should be directed to Agent at:

Cox Communications Hampton Roads, Inc. 225 Clearfield Avenue Virginia Beach, VA 23462 Attention: Vice President & General Manager

Fax: 757-461-1501 Tel: 757-224-4269

Exclusivity of Agency. The authorization and agency set forth in this LOA is exclusive with respect to the local telephone service to be provided by you to the Property.

Sincerely,

Steven A. Berger

Warranty of Agent. Agent warrants the validity of this LOA to any third person, including you, to whom Agent presents the original or a copy of this LOA and who relies on this LOA with respect to the scope of Agent's authority to act on behalf of Owner.

Revocation of Ali Previous Agencies. Owner hereby revokes any previous letters of agency or other grants of agency or authorization regarding local telephone facilities and service for the Property.

Effective Date and Term of Agency. This LOA takes effect on the date first set forth above and shall remain in effect until canceled or revoked by Owner in writing.

Very	truly yours,		
	1		
By:	Steven	2 B. 4	
its:		1	



2701 EAST LUZERNE STREET PHILADELPHIA, PA 19137 (215) 744-1200 (215) 744-4042 FAX

February 17, 1999

Bell Atlantic					
			<del></del>		
Attention:					

Ladies and Gentlemen:

The undersigned informs you that it hereby grants this Letter of Agency ("LOA") to Cox Communications Hampton Roads, Inc. ("Agent"), a Delaware corporation on the following terms and conditions:

Identity of Principal and Property Address. This LOA pertains to the real property and improvements located at 533 Fountain Drive and 1201 Waterfront Drive, Virginia Beach, VA 23451 (the "Property"). The undersigned is the owner of the Property ("Owner") and will subscribe to your local telephone service for the Property.

Designation of Agent. Owner authorizes Agent to act as the agent of Owner for all purposes and acts relating to design, installation, service and billing regarding your local telephone facilities and services for the Property. You are informed that Agent has accepted this agency and that until further written notice from Owner or Agent all inquiries should be directed to Agent at:

Cox Communications Hampton Roads, Inc. 225 Clearfield Avenue
Virginia Beach, VA 23462
Attention: Vice President & General Manage

Attention: Vice President & General Manager

Fax: 757-461-1501 Tel: 757-224-4269

Exclusivity of Agency. The authorization and agency set forth in this LOA is exclusive with respect to the local telephone service to be provided by you to the Property.

Sincerely,

Steven A. Berger

Warranty of Agent. Agent warrants the validity of this LOA to any third person, including you, to whom Agent presents the original or a copy of this LOA and who relies on this LOA with respect to the scope of Agent's authority to act on behalf of Owner.

Revocation of Ali Previous Agencies. Owner hereby revokes any previous letters of agency or other grants of agency or authorization regarding local telephone facilities and service for the Property.

Effective Date and Term of Agency. This LOA takes effect on the date first set forth above and shall remain in effect until canceled or revoked by Owner in writing.

Very truly yours

Bv.

Steven A Berga

lts:

U.J. Penna. Reaty Good Va. Fr

G. Partner

## **EXHIBIT B**Bell Atlantic Serviced Properties

- Courtyards of Chanticleer Apartments
   1421 Automme Cir.
   Virginia Beach, VA 23451
- Country Club Apartments
   201 Tam-O-Shanter Blvd.
   Williamsburg, VA 23185
- Watergate/Treehouse Apartments
   533 Fountain Dr.
   1201 Waterfront Dr.
   Virginia Beach, VA 23451





2701 EAST LUZERNE STREET PHILADELPHIA, PA 19137 (215) 744-1200 (215) 744-4042 FAX

May 6, 1999

Bell Atlantic				
Attention:				

Ladies and Gentlemen:

The undersigned informs you that it hereby grants this Letter of Agency ("LOA") to Cox Communications Hampton Roads, Inc. ("Agent"), a Delaware corporation on the following terms and conditions:

Identity of Principal and Property Address. This LOA pertains to the real property and improvements located at 2100 Westminster Lane, Virginia Beach, VA 23454 (the "Property"). The undersigned is the owner of the Property ("Owner") and will subscribe to your local telephone service for the Property.

Designation of Agent. Owner authorizes Agent to act as the agent of Owner for all purposes and acts relating to design, installation, service and billing regarding your local telephone facilities and services for the Property. You are informed that Agent has accepted this agency and that until further written notice from Owner or Agent all inquiries should be directed to Agent at:

Cox Communications Hampton Roads, Inc. 225 Clearfield Avenue
Virginia Beach, VA 23462
Attention: Vice President & General Manager
Fax: 757-461-1501

Tel: 757-224-4269

Exclusivity of Agency. The authorization and agency set forth in this LOA is exclusive with respect to the local telephone service to be provided by you to the Property.



Warranty of Agent. Agent warrants the validity of this LOA to any third person, including you, to whom Agent presents the original or a copy of the LOA and who relies on this LOA with respect to the scope of Agent's authority to act on behalf of Owner.

Revocation of All Previous Agencies. Owner hereby revokes any previous letters of agency or other grants of agency or authorization regarding local telephone facilities and service for the Property.

Effective Date and Term of Agency. This LOA takes effect on the date first set forth above and shall remain in effect until canceled or revoked by Owner in writing.

Sincerely,

Steven A. Berger

\*\* REDACTED - CONFIDENTIAL TREATMENT REQUESTED \*\*

AT&T 3-31. Verizon states that a CLEC may "replace" its UNE-P with a loop and port combination created within the CLEC's collocation. When such a "replacement" occurs describe any implications the change may have for the pre-existing voice service. In particular, please address in detail any implications for:

- (A) Applicable charges, whether recurring or non-recurring and the cost justification for each.
- (B) Potential disruption to the pre-existing service configuration including, but not limited to, 911 data base listing, directory listing, DA listings, the customer service record, and ownership indicators for the line in maintenance databases and
- (C) Any differences between the support offered for voice services under such arrangements and voice service offered as part of a line sharing arrangement.

#### VZ Reply:

Subject to its previously filed Objections and without waiver of same, Verizon Virginia states as follows:

The recurring charges for a UNE loop and UNE switch port would be identical whether routing through a collocation arrangement or directly connected as with UNE-P. The NRCs would be different since there would be a CO wiring component in the service connection charge to crosswire the loop and switch ports over to the collocation arrangement. If the service were a conversion from a retail or resale arrangement to UNE-P then there would be a service order charge and a service connection charge for the provisioning, which would not include a wiring component.

#### AT&T Comments on 3-31:

The response fails to answer (B) and (C). Please respond to these subsections.

### VZ Supplemental Reply:

- B) Verizon seeks to minimize disruption to the pre-existing service configurations. Specifically, there would be no change in 911 data base listing, directory listing, DA listings, the updated customer service record, and updated ownership indicators for the line in maintenance databases.
- C) There are no differences between the support offered for line splitting and line sharing arrangements.

ITEM: AT&T 3-31 Verizon states that a CLEC may "replace" its UNE-P with a loop and port combination created within the CLEC's collocation.

When such a "replacement" occurs describe any implications the change may have for the pre-existing voice service. In particular, please address in detail any implications for:

- (A) Applicable charges, whether recurring or non-recurring and the cost justification for each.
- (B) Potential disruption to the pre-existing service configuration including, but not limited to, 911 data base listing, directory listing, DA listings, the customer service record, and ownership indicators for the line in maintenance databases and
- (C) Any differences between the support offered for voice services under such arrangements and voice service offered as part of a line sharing arrangement.

REPLY:

Subject to its previously filed Objections and without waiver of same, Verizon Virginia states as follows:

The recurring charges for a UNE loop and UNE switch port would be identical whether routing through a collocation arrangement or directly connected as with UNE-P. The NRCs would be different since there would be a CO wiring component in the service connection charge to cross-wire the loop and switch ports over to the collocation arrangement. If the service were a conversion from a retail or resale arrangement to UNE-P then there would be a service order charge and a service connection charge for the provisioning, which would not include a wiring component.

VZ VA #114

ITEM: AT&T 1-36

Please state any differences in the support Verizon will provide for loop-switch port-shared transport combinations relating to line splitting compared to the support Verizon provides to retail customers for their voice services in a line sharing arrangement, and provide the reasons for such differences.

REPLY:

Subject to its previously filed Objections and without waiver of same, Verizon Virginia responds as follows:

Verizon provides the same support for line splitting as line sharing. Loop qualification, ordering, provisioning, maintenance, and billing systems are all updated to reflect the same support for line splitting as line sharing.

**VZ VA #36** 

### AT&T's Response to Record Request CC Docket No. 00-251 October 9, 2001

On October 5, 2001, Verizon asked AT&T witness Michael Pfau for a list of AT&T personnel with whom he spoke concerning the New York Collaborative (10/05/2001 tr. at 728).

With respect to loop qualification tool and related operational issues in New York, the following people were contacted:

Mason Fawzi
Chris Nurse
Cynthia McCoy
Kathleen Farrell
Pat Rosenkranz
Bill Carmody
Karen Itzkowitz Redlich
Tom Shen

### AT&T's Response to Record Request CC Docket No. 00-251 October 9, 2001

Response to Record Request (10/3/2001 Tr. at 254) for revised contract terms to clarify that prospective purchases of Special Access made under a term plan should be subject to termination liabilities, assuming that EELs are practically available and use restrictions are fully and finally resolved.

11.13.6. In the event that the termination of any service that is converted to Unbundled Network Elements would otherwise affect AT&T's ability to satisfy any term or volume requirements applicable to existing services pursuant to contract or a Verizon Tariff entered into prior to a final determination by the FCC resolving the applicability of interim use restrictions as established in the UNE Remand and subsequent orders, AT&T shall not be liable for any termination liabilities or other requirements under such contract or Tariff.